

ADOPTED

JULY 14, 1993

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL BARRETT, DIRECTOR

FROM: BRIAN DELOREY, ASSISTANT DIRECTOR
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER
ECONOMIC DEVELOPMENT DEPARTMENT

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH MGM STUDIOS PERMITTING THE USE OF PIER 11 INCLUDING DRYDOCK #5 FOR THE PURPOSES OF FILMING SCENES IN ASSOCIATION WITH A FEATURE MOVIE ENTITLED "BLOWN AWAY".

On June 10, 1993 the Authority received the attached request for permission to use Building 131 and Pier 11 within the Charlestown Navy yard as possible site locations in association with the filming of an MGM Studios feature movie called "Blown Away". The movie, starring Jeff Bridges depicts the exploits of the Boston Bomb Squad and will be in production within the Boston area from August through November.

Although MGM originally requested permission to use Building 131 as a possible location they have determined that this option would prove to be too costly, and is therefore, no longer being pursued. However, MGM would like permission to use Pier 11 including Drydock #5 for the filming a scene involving a special effect boat explosion which would be supervised by the studios Federally licensed, professional pyrotechnicians working in conjunction with the Boston Bomb Squad, Harbormaster, Boston Fire Department and the U.S. Coast Guard. All activities at the site shall be in compliance with all City, State and Federal regulations.

It is anticipated that MGM will require the use of the pier including set-up time from July through August. However, it is possible that the actual filming may not occur until as late as October. Therefore, MGM requests an initial license term which would permit the use of the pier through August and an option term which would extend the initial term through October. The Authority shall receive a location fee equal to \$2,500 per month to be paid by MGM in the following manner. \$5,000 to be paid prior to filming for July and August and an additional \$5,000 upon exercising its option to film through October. MGM Studios shall name the Authority as An Additional Insured on all policies obtained in connection with filming at the Navy Yard.

To date, this movie production has received the support of Governor William Weld, Mayor Raymond L. Flynn and the Massachusetts Film Office. The Navy Yard has been host to many film projects including Spencer for Hire, "Once Around" starring Danny Aiello, Richard Dryfuss and Holly Hunter, Aerosmith music video and several small commercial spots.

In furtherance of the State and City goal of attracting and landing the feature film industry and in consideration for the location fee described above, staff recommends that the Director be authorized to enter into a temporary license agreement with MGM studios permitting the use of Pier 11 including Drydock #5 for the purposes of filming a feature movie called "Blown Away".

An Appropriate Vote Follows:

VOTED: That the Director be and hereby is authorized to enter into and deliver a temporary License Agreement with MGM Studios permitting the use and occupancy of Pier 11 including Drydock #5 within the Charlestown Navy Yard for the purposes of filming scenes in association with a feature movie called "Blown Away". The Authority shall be named as "An Additional Insured on all policies obtained in connection with the activities hereby permitted. MGM Studios shall pay a location fee equal to \$2,500 per month as further described in the attached License Agreement.

Clifford T. E. Roseman
Location Manager
(617) 764-5344

To: Boston Redevelopment Authority
The Corporate Body Politic

6/10/93

From: MGM Studios

Re: Request for filming and the use of pyrotechnics at Building #131 in the Charlestown Navy Yard as well as other possibilities

MGM Studios requests your permission to use building #131 in the Charlestown Navy Yard as a location in our feature movie "Blown Away." It is a story involving the Boston Bomb Squad and will be starring Jeff Bridges. We are in the process of opening our offices here in Boston. We plan to start filming on August 18th through November 1st.

John O'Brien of your office informed us that building #131 is presently scheduled for demolition as well as the adjacent building which is partially demolished. We are exploring several options for this scene. One possibility is the partial or total demolition of building #131 through the use of our special effects and an implosion. All special effects are directly supervised by Federally licensed, professional pyrotechnics. They will be working in conjunction with the Boston Bomb Squad, Fire Department and all necessary State and Federal agencies. The safety of all personnel, BRA property, and adjacent property is of highest concern to MGM. All laws and necessary precautions will be adhered to.

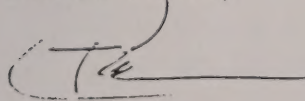
An additional request we have for the BRA is the possible use of docking space for our alternative to the demolition of this building. We are requesting permission to use the Pier 11 to be used as a possible boat explosion sight. The creative decision has yet to be made by the producers of our project.

Upon leaving the location, we would be willing to secure the area with boards and fencing similar to what presently exists (as per photo documentation).

To date, Governor Weld, Mayor Flynn, and Linda Warren Peterson of the State Film Office, have been extremely supportive of our project.

We would greatly appreciate a speedy response from BRA in order to allow us to facilitate the additional State permits and requirements in which approval of your property is necessary.

Sincere thanks,



Clifford T.E. Roseman
Location Manager
(617)764-5644

cc: Corporate Body Politic
Clarance J. Jones, Chairman
Francis X. O'Brien, Co. Vice Chairman
Mike F. Donlan, Co. Vice Chairman
James K. Flaherty, Treasurer
Consuelo Gonzales - Thornell, Member

Paul L. Barrett, Director
Joseph F. Fishe, Executive Director
Jerry Kavanaugh, Chief of Staff
John O'Brien, Production Coordinator

MGM Studios
John Watson, Producer
Lloyd Segan, Executive Producer
Dean O'Brien, Co-Producer

1. The License Area is to be used solely for the purpose of filming a feature movie entitled "Down Away." Filming of this production and related work (prop staging, lighting, etc.) is to take place for a period starting from noon on October 31, 1983. All related filming shall take place in the Charlestown Navy Yard and more specifically the following sub-locations:

a. Pier 11 is located on Yard's End Pier 2 which includes Dry Dock #5 and is bounded by Dry Dock #5, Boston Harbor and First Avenue.

The Licensee produces in person the following film related work:

The License Area will be used for preparation, staging, and filming a scene involving a special effect explosion to an MGM vessel which will be discussed by the MGM Studio. Necessary licensed, professional pyrotechnicians with the approval of the Boston Police Department, Boston Fire Department, Boston Harbormaster, United States Coast Guard and other federal, state and local agencies. All activities at the site shall be in compliance with all Federal, State, and City of Boston regulations. Licensee is hereby permitted to temporarily block a vessel at Pier 11 and to perform other activities necessary to prepare said vessel for use in this movie.

The removal and proper cleanup and disposal of debris from Pier 11, Dry Dock #5, Boston Harbor, and surrounding area affected by the controlled explosion using all safety and environmental controls.

2. The Licensee agrees that it is not eligible for relocation benefits.

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

MGM STUDIOS

This Agreement is made as of the ____ day of July, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and MGM Studios hereinafter called the Licensee.

A license to occupy the License Area, as generally described below and on the map in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is to be used solely for the purposes of filming a feature movie entitled "Blown Away." Filming of this production and related work (prop staging, lighting, etc.) is to take place for a period starting from execution through October 31, 1993. All related filming shall take place in the Charlestown Navy Yard and more specifically the following sub-location:
 - a. Pier 11 is located on Yard's End Parcel 5 which includes Dry Dock #5 and is bordered by Dry Dock #5, Boston Harbor and First Avenue.

The Licensee proposes to perform the following film related work:

The License Area will be used for preparation, staging, and filming a scene involving a special effect explosion to an MGM vessel which will be supervised by the MGM Studios, Federally licensed, professional pyrotechnicians with the approval of the Boston Police Department, Boston Fire Department, Boston Harbormaster, United States Coast Guard and other federal, state and local authorities. All activities at the site shall be in compliance with all Federal, State, and City of Boston regulations. Licensee is hereby permitted to temporarily dock a vessel at Pier 11 and to perform other activities necessary to prepare said vessel for use in the movie.

The removal and proper cleanup and disposal of debris from Pier 11, Dry Dock #5, Boston Harbor, and surrounding area affected by the controlled explosion using all safety and environmental controls.

2. The Licensee agrees that it is not eligible for relocation benefits.

3. The License Area is to be vacated on one (1) day written notice by the Licensor with or without cause. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be applied as follows:
 - a. The License Fee shall be Five Thousand Dollars (\$5,000.00) payable in advance to the Licensor which shall be deposited with the Dennis McLaughlin House in support of its Woman in Recovery Program at the YMCA.
 - b. The term of this Agreement may be extended through and including October 31, 1993 upon payment of an additional Five Thousand Dollars (\$5,000.00) payable to the Licensor on or before August 31, 1993

The Licensor shall put up a bond or cash deposit in the amount as may be required in the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Licensee or as may be required by the said Special Conditions. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licensor. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, fines, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Two Million (\$2,000,000) Dollars combined single limit and Ten Million (\$10,000,000) Dollars umbrella/excess. The Licensor shall be named

as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. MGM agrees to perform limited repairs to secure and cover walking hazards upon Pier 11.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises. Such materials removal and disposal shall be carried out at the sole cost and expense of the Licensee.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those set forth in Paragraph 1 of this Agreement and Special Conditions, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any Federal, State or City of Boston law, ordinance, by-law or regulation.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest

eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission, except the repairing of the surface of Pier 11. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.
15. Licensee accepts full responsibility for the removal, relocation and reinstallation of the bridge located at the entrance to Dry Dock #5. Licensor permits the removal and relocation of said bridge with the written opinion of Crandall Dry Dock who shall be engaged by Licensee to oversee such removal, relocation and reinstallation.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Paul L. Barrett, Director

MGM STUDIOS

By: _____

Clifford T.E. Roseman, Location Manager

Approved as to form:

General Counsel
Boston Redevelopment Authority

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SPECIAL CONDITIONS

1. Licensee will pay all charges incurred for the maintenance, protection, conservation and operation of the License Area including, but not limited to, payments made by Licensee for insurance premiums, legal expenses, management expenses, construction, repairs and maintenance, environmental cleanup, public safety compensation, taxes, water, sewer, gas, electricity, telephone, permits, fees and other compensation for alterations and repairs connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for maintaining it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove,

without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. Licensee shall provide and assume all costs of the License Area including police, fire, security guards, ambulances, sanitary services or other appropriate public health and safety officials required to insure compliance with all laws, codes and ordinances.
14. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
15. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City, State, or Federal officials when appropriate.
16. Licensee shall immediately notify the Boston Police and Boston Fire or other appropriate Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
17. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed